



FINANCIAL SERVICES GUIDE

Issuer: Finalto (Australia) Pty Limited
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Purpose of this Financial Services Guide

The purpose of this Financial Services Guide (“FSG”) is to provide you with key information about the financial services offered by Finalto (Australia) Pty Limited (“FinaltoAU”, “we”, “our” or “us”) to help you in making an informed decision about whether to use our services.

When we use the term “you” or “Client” we mean you, as the user of our services and our other clients if the context requires.

This FSG has important information about FinaltoAU including information about:

- ┆ Who we are;
- ┆ The FinaltoAU documents you should read;
- ┆ What types of financial products and services FinaltoAU offers;
- ┆ Details on how you can instruct us in relation to our products and services;
- ┆ How FinaltoAU and our associates are remunerated;
- ┆ Any associations or relationships we may have with financial product issuers and details of any potential conflicts of interest;
- ┆ What FinaltoAU’s internal and external complaints handling procedures are and how you can access them;
- ┆ Our compensation arrangements;
- ┆ The privacy of all the personal information you provide to us; and
- ┆ How to contact FinaltoAU.

Who we are

FinaltoAU is the providing entity of the financial services contained in this document. We are an Australian incorporated company founded in 2012 and we are a financial services company. We hold an Australian Financial Services Licence (No. 424008) and are regulated by the Australian Securities and Investments Commission.

The Terms and Conditions, this FSG and our Product Disclosure Statement (“PDS”), contain important information about the financial products we offer and govern the terms of our relationship with you.

The PDS contains information about the products we offer, including any relevant terms, significant risks and details of the fees and charges which may apply. The PDS will be provided to assist you in making an informed decision about the products we offer. The PDS can be accessed via our website at www.markets.com or by contacting us.

Please read all of these documents as they provide you with important information about the risks and costs that are associated with the financial products we offer.

FinaltoAU is authorised by its Australian Financial Services Licence (“AFS Licence”) to provide the following financial services to both retail and wholesale clients:

Provide financial product advice for the following classes of financial products:

- ┆ Derivatives; and
- ┆ Foreign exchange contracts;

Deal in financial products by issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:

- ┆ Derivatives; and
- ┆ Foreign exchange contracts;

Make a market for the following financial products:

- ┆ Derivatives; and
- ┆ Foreign exchange contracts.

FinaltoAU provides the above services in relation to the following:

- ┆ Contracts for Difference – an agreement between the parties (FinaltoAU and the client) to pay in cash the difference in the price or value of the CFD between the time at which the CFD is entered into and the time at which it is exited.
- ┆ Margin Foreign Exchange – an agreement between the parties (FinaltoAU and the client) to buy one currency against selling another at an agreed exchange rate for cash settlement on a future date.

Nature of Advice

We will not provide you with personal financial product advice even though we are authorised to do so by our AFS License. We only provide general financial product advice. Accordingly, you should not receive a Statement of Advice.

Personal financial product advice is advice that takes into account your objectives, financial situation and needs or advice which could reasonably be regarded as having done so. General financial product advice is advice which is not personal financial product advice.

Before following any general financial product advice that you have requested from us or that was provided by us, please consider the appropriateness of the advice, with regard to your own personal objectives, financial situation and needs. Also, consider seeking independent advice before making any decisions about using the services and products offered by FinaltoAU. You should always remember that trading in derivatives and foreign exchange contracts are highly risky and you may lose more than your initial investment. Additionally, you should keep in mind that you do not own any of the underlying assets in a derivative investment.

How you can instruct us and Online Statements

You may place orders to deal in our products by using our electronic online trading platform or by telephoning FinaltoAU’s Trading Desk; unless we subsequently tell you that instructions can only be given in a particular way.

If you give instructions (or orders) by telephone, the conversation will be recorded. If we receive any telephone instructions, we may ask you to confirm such instructions in writing. We shall be authorised to follow your instructions notwithstanding your failure to confirm them in writing.

You can access your account Statements online at any time via our electronic trading platform. You may also request to receive your Statement monthly or quarterly via email, by providing such a request, in writing, to the FinaltoAU support department.

Our record keeping obligations

FinaltoAU will seek to ensure that comprehensive and accurate records of all client transactions and advice provided are properly maintained.

Who we act for

When you trade in our products and we provide you with financial services, we act as principal and not as agent, broker or trustee on behalf of someone else.

When we receive your instructions and execute them, we are the party to the other side of the transaction and the party with whom you are entering a contract as principal.

How we are remunerated for the services we provide (costs, fees and charges)

As part of the Future of Financial Advice (“FoFA”) reforms, holders of an AFS Licence are prohibited from accepting “conflicted remuneration”, subject to certain exemptions. Conflicted remuneration is any benefit given to an AFS Licensee, or its representatives, where financial product advice has been provided to retail clients which, because of the nature of the benefit or the circumstances in which it is given, could reasonably be expected to influence the choice of financial product recommended to clients or the financial product advice given to clients.

FinaltoAU does not receive or provide conflicted remuneration.

FinaltoAU earns its income from the spread that we apply to our OTC derivative products. This is the difference between the rate at which we buy and sell the financial instruments. This spread is incorporated into the rates quoted to you and is not an additional charge or fee payable by you.

Spread

The spread is the difference between the buy and sell price quoted by FinaltoAU. FinaltoAU may profit from part, or all of the spread which can be calculated at any given time by comparing the Bid and Offer prices quoted.

Commission

We may share charges or benefits with our associates, hedging counterparty or other third parties or receive remuneration from them with respect to transactions we enter into with you in accordance with the requirements of the Corporations Act. These commissions do not amount to any additional payment by you and are instead taken out of the spread of your transactions.

Interest

FinaltoAU places client moneys into our Client Trust Accounts. FinaltoAU does not pay any interest to its clients.

Rollovers

Where you hold a CFD Transaction open overnight, you will be charged (or receive) a “rollover fee/ benefit” or funding cost/benefit for holding CFDs overnight. These charges vary. Our hedging counterparties charge and/or pay FinaltoAU a “rollover” fee or benefit and FinaltoAU passes these “rollover” fees and benefits to you.

Please Note: our Trading Platform calculates overnight rollover at 2200 GMT (from the first Sunday of November to the Saturday before the second Sunday of March) or 2100 GMT (from the second Sunday of March to the Saturday before the first Sunday of November) and the rollover fee/benefit is debited or credited to and from your Account.

On Fridays at 2200 GMT (from the first Sunday of November to the Saturday before the second Sunday of March) or 2100 GMT (from the second Sunday of March to the Saturday before the first Sunday of November), overnight rollover fees and benefits are multiplied by three (x3) in order to compensate for the upcoming weekend.

For CFDs where the Underlying Asset is foreign exchange, overnight rollover fees and benefits are multiplied by three (x3) on Wednesdays rather than Fridays; at 2200 GMT (from the first Sunday of November to the Saturday before the second Sunday of March) or 2100 GMT (from the second Sunday of March to the Saturday before the first Sunday of November).

The overnight rollover values for a particular CFD can be seen in the “Instruments window” on the Online Trading Platform.

Rollover values will differ depending on whether the position held is short or long. All rollover values are per single CFD and the final rollover fee or benefit will be for the total amount of CFDs held.

For CFDs based on futures, the contract price difference when rolling over to a contract with a later expiry will be reflected in the pricing. Any stop loss/take profit, entry stop or entry limit orders attached to your futures CFD Order before it is rolled over, will be adjusted to symmetrically (point-for-point) reflect the price differences between the expiring contract underlying your original CFD Order as at its expiration date and the rolling over (new) contract underlying your CFD Order.

Please refer to our website for up-to-date rollover fees and benefits for our CFDs.

Administrative Fees

With respect to telegraphic transfers or wire fees, FinaltoAU does not charge a fee for setting up your account or for the deposit or withdraw of funds. However, banks or other third-party credit institutions you use to transfer funds may charge a fee. If you request a wire transfer from FinaltoAU to you, any fees incurred by FinaltoAU will be passed on to you. FinaltoAU does not profit as a result of these fees which are passed on to you.

Inactive and Dormant Account (s)

Any account(s) held with FinaltoAU where you have:

- ┆ not placed an order to enter into a transaction;
- ┆ not opened or closed out any transactions; and/or
- ┆ not made a deposit into the account;

for a period of 90 days and more, shall be classified by FinaltoAU as an inactive Account (“Inactive Account”).

Such Inactive Accounts will be subject to a monthly charge of \$5, relating to the maintenance/administration of such Inactive Accounts. Any Inactive Accounts which hold zero balance shall be considered dormant accounts ("Dormant Account"). For re-activation of Dormant Accounts please refer to the information in the PDS.

Markets X Service Fees

We may, at our sole discretion, offer to you an extended set of analytical, market news and research tools, video and online tutorial tools, as well as dedicated support chat and phone services collectively known as "Markets X Service". Features of Markets X Service are realised on a dedicated, invitation-only basis and form a part of our online electronic Trading Platforms and our website.

If you accept our invite to use this service, you will be charged a monthly fee of USD 50 on the first Sunday of every calendar month from the balance of your account.

We may, in our absolute discretion, waive this fee if you meet the following criteria:

- ┆ the aggregate deposits over the lifetime of your account exceeds USD 10,000, DKK 65,000, EUR 10,000, GBP 10,000, NOK 85,000, PLN 40,000, SEK 90,000 or ZAR 145,000; and
- ┆ you are a Premium Client, being a client who has a trading volume of USD 100,000 or higher per month.

Credit Card & Remittance Fees

If you use a credit card to deposit or withdraw funds, any fees incurred by FinaltoAU will be passed on to you. This fee is currently 1.5% of the transaction amount. Banks or other third-party remittance and payment institutions used by you for the transfer of funds may also charge a fee which FinaltoAU in its discretion may also pass onto you at cost. You will be notified at least 30 days prior to FinaltoAU passing on such additional fees to you.

GST and other Taxes

You are responsible for any stamp duty; transaction duty; GST or similar goods and services; or value added tax, payable in respect of services provided to you or any transaction made.

How Employees and Directors of FinaltoAU are remunerated

All FinaltoAU employees and directors are paid by way of salary and other employee benefits.

Employees of FinaltoAU, who provide you with advice and execution services, may receive remuneration for the provision of these services. Any "bonus" remuneration is discretionary and is assessed as part of the overall success of the business, which includes the level of customer satisfaction and adherence to our policies and procedures. No adviser is remunerated for providing personal advice that may result in one financial product being recommended over another.

Our employees may also qualify for non-monetary benefits if they meet company criteria. Incentives include non-monetary rewards such as sports tickets and attendance at conferences. The type of these benefits will vary depending on particular circumstances, such as the employee's position and the particular service provided. We maintain a register of any benefits that our representatives receive.

Associations or relationships we may have with financial product issuers

We do not have any relationships or associations with financial product issuers which might influence us in providing you with our services. FinaltoAU is the issuer of the financial products it offers.

Complaints Handling

We want to know about any problems or concerns you may have with our services so that we can take steps to resolve the issue. We have internal and external dispute resolution procedures to help resolve complaints from clients.

Initially, all complaints will be handled and investigated internally. Should you feel dissatisfied with the outcome, you have the ability to escalate your concerns to an external body for a resolution.

If you have a complaint about the financial services provided to you, please take the following steps:

- ┌ Contact FinaltoAU to inform us about your complaint. You may do this through our website complaints form, , email or letter. We will investigate your complaint promptly and try to resolve your complaint quickly and fairly. We will generally provide a final response within 45 days of receiving your complaint.
- ┌ If you are dissatisfied with the outcome of our investigation, you have the right to escalate it to our external dispute resolution scheme.

The Australian Financial Complaints Authority ('AFCA') is an external dispute resolution ('EDR') scheme to deal with complaints from consumers in the financial system.

Using AFCA is free to consumers. If you would like to access the scheme, please lodge a complaint:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

- ┌ You can also contact ASIC on 1300 300 630. This is another alternative that you may use to make a complaint and obtain information about your rights.

A copy of the "Summary of Complaints Handling Procedures – Information for Clients" is available upon request.

Privacy

In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), FinaltoAU has an obligation to collect information about and verify the identity of its clients. This information is referred to as Know Your Client ("KYC") information. FinaltoAU will carry out its customer identification and verification procedures in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We value the privacy of the personal information you provide us. When we collect, use, disclose or handle your personal information, we are bound by Australian law. Our full privacy policy is available on our website MARKETS.COM.AU. If you want to access, correct or update any personal details that you have provided to us, please contact us as soon as possible.

Our Professional Indemnity Insurance Arrangements

FinaltoAU has professional indemnity ("PI") insurance arrangements in place as required under section 912B of the Corporations Act. Our PI insurance takes into account the volume and nature of our business, the number and nature of our clients, our representatives and the potential extent of our liability.

Our PI insurance also covers potential claims in relation to the conduct of representatives who no longer work for us (but who did so at the time of the relevant conduct).

Our Contact Details

Contact Us

You can contact us by the following means:

- ┆ **Telephone:** +61 2 8007 7250
- ┆ **Mail:** Level 32, 200 George Street, Sydney NSW 2000, Australia
- ┆ **Email:** info@finalto.com
- ┆ **Complaints:** info@finalto.com
- ┆ **Visit our website:** <https://www.finalto.com/liquidity/>